

02-23-2006

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office103183465
PATENTS ONLY

T

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)Cryocon, Inc.
2773 Industrial Dr.
Ogden, UT 84401Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) February 17, 2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Court-ordered

2. Name and address of receiving party(ies)Name: Brian Morrison

Internal Address: _____

Street Address: 2407 Peach Tree DriveCity: Little RockState: ARCountry: USA Zip: 72211Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**A. Patent Application No.(s)
09844526☐ This document is being filed together with a new application.B. Patent No.(s)
5865913Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: F. Brittin Clayton III

Internal Address: _____

Street Address: 1645 Canyon Blvd.City: BoulderState: CO Zip: 80302Phone Number: 303-444-7722Fax Number: 303-444-8170Email Address: britt@fbclayton.com**6. Total number of applications and patents involved: 2****7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00**

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Informationa. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

02/22/2006 LMUELLER 00000076 09044526
Authorized User Name _____
01 FC:0021 00.00 00**9. Signature:**

Signature

February 17, 2006

Date

F. Brittin Clayton III

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450**PATENT**
REEL: 017586 FRAME: 0532

ASSIGNMENT

(U.S. Patent Application -- Publication No. 20020179204)

WHEREAS, Cryocon, Inc., a Colorado corporation with its principal place of business at 2773 Industrial Drive, Ogden, Utah 84401 ("Assignor"), has previously received an assignment of the United States Patent Application with Publication No. 20020179204, and Application Serial No. 09844526, titled "Deep Cryogenic Treatment of Brake Components" ("the Application"); and

WHEREAS, Brian Morrison, whose address is 2407 Peach Tree Drive, Little Rock, Arkansas 72211 ("Assignee"), has obtained a Judgment against Assignor in the civil action captioned Brian Morrison v. Cryocon, Inc., District Court, City and County of Denver, State of Colorado, No. 2005-CV-1718 ("the Civil Action"), and the Court in the Civil Action has ordered Assignor to assign its interest in the Application to Assignee in partial satisfaction of the Judgment in the Civil Action;


NOW, THEREFORE, in compliance with the Court's order in the Civil Action and in consideration of a partial satisfaction of the Judgment in the Civil Action, Assignor hereby assigns, sells, transfers, and sets over to Assignee, his successors, legal representatives, and assigns, the entire right, title, and interest of Assignor in and to the Application and to all issued patents, Letters Patent, divisions, continuations, continuations-in-part, substitutions, reissues, re-examinations, and extensions to be obtained therefor.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent pertaining to the Application solely in accordance with this Assignment, to Assignee, his successors, legal representatives, and assigns, as the Assignee of the entire right, title, and interest in the Application and any resulting issued patent.

Assignor agrees to cooperate with Assignee in the obtaining and the sustaining of any or all such Letters Patent, but at the expense of Assignee. By way of example but not limitation, Assignor agrees that it will communicate to Assignee or his representatives any facts known to Assignor respecting the Application and the underlying invention, testify in any legal proceedings, sign all lawful papers, execute all division, continuation, continuation-in-part, substitution, reissue, re-examinations, and extension applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to Assignee, make all rightful oaths, and generally do everything necessary or desirable to aid Assignee, his successors and assigns, to obtain and enforce proper protection for the Application and an issued patent relating thereto.

This Assignment is effective as of the date of execution set forth below.

ASSIGNOR:
CRYOCON, INC.

By: 

Its: Attorney in fact, per attached
Court order, TP 3

Print Name: F. Brittin Clayton III

Date: February 17, 2006



GRANTED

Movant shall serve copies of this ORDER on any pro se parties, pursuant to CRCP 5, and file a certificate of service with the Court within 10 days.

Sheila A. Rappaport

Sheila A. Rappaport

District Court Judge

DATE OF ORDER INDICATED ON ATTACHMENT

DISTRICT COURT, CITY AND COUNTY OF
DENVER, COLORADO

1437 Bannock Street, Rm. 256

Denver, CO 80112

Plaintiff/Judgment Creditor:

BRIAN MORRISON

vs.

Defendant/Judgment Debtor:

CRYOCON, INC.

Attorney for Plaintiff:

F. Brittin Clayton III, #15940

F. BRITTIN CLAYTON III, P.C.

1645 Canyon Blvd.

Boulder, Colorado 80302

Phone: (303) 444-7722

Fax: (303) 444-8170

britt@fbclayton.com

▲ COURT USE ONLY ▲

Case No. 2005-CV-1718

Courtroom 7

DISTRICT COURT
City & County of Denver, Colo.
Certified to be full, true and correct
copy of the original in my custody.

**ORDER APPLYING PROPERTY IN
PARTIAL SATISFACTION OF JUDGMENT**

FEB 06 2006

CLERK OF THE DISTRICT COURT

[Signature]
Deputy Clerk

THIS MATTER comes before the Court on the Judgment Creditor's Motion for Order to Apply Property in Partial Satisfaction of Judgment. Being duly advised, the Court finds good cause to grant the Motion, and it is therefore

ORDERED as follows:

1. On July 13, 2005, this Court entered summary judgment in favor of the Judgment Creditor, Brian Morrison, and against the Judgment Debtor, Cryocon, Inc. ("Cryocon") for \$625,000 ("the Judgment").

2. Pursuant to C.R.C.P. 69(g), Cryocon is hereby directed to execute and deliver to Mr. Morrison's counsel, F. Brittin Clayton III, the following assignments of patent rights within 10 days after personal service of this Order upon Cryocon's registered agent in Colorado and service of the Order upon Cryocon pursuant to C.R.C.P. 5:

- a. a written assignment of all of Cryocon's right, title, and interest in and to United States Patent No. 5,865,913: *Deep cryogenic tempering process based on flashing liquid nitrogen through a dispersal system* ("U.S. Patent No. 5,865,913") to Mr. Morrison, in the form attached hereto as Exhibit A; and
- b. a written assignment of all of Cryocon's right, title, and interest in and to United States Patent Application No. 20020179204: *Deep cryogenic tempering of brake components*, including any and all rights to any patent that has issued or may issue from said application (collectively "U.S. Patent Application No. 20020179204") to Mr. Morrison, in the form attached hereto as Exhibit B

("the Assignments").

3. If Cryocon fails to execute or deliver either or both of the Assignments as and when directed in paragraph 2, then without further order of the Court, Mr. Morrison's counsel, F. Brittin Clayton III, shall be authorized and appointed as Cryocon's agent and attorney-in-fact for the sole purpose of executing and delivering the Assignments on Cryocon's behalf. A certified copy of this Order shall constitute Mr. Clayton's power of attorney on behalf of Cryocon for this limited purpose, with the same force and effect as a power of attorney executed by Cryocon.

4. If Cryocon's Assignment of U.S. Patent No. 5,865,913 results in Mr. Morrison acquiring a legally protectable interest in that patent, then Mr. Morrison shall promptly execute and file with the Court a Partial Satisfaction of Judgment reflecting a credit to Cryocon and payment on the Judgment in the amount of \$100,000; provided, however, that if Mr. Morrison receives less than all of the right, title, and interest in this patent and he believes the rights received are worth less than \$100,000, then he may apply to the Court for a determination of a lesser amount to be credited to the Judgment.

5. If Cryocon's Assignment of U.S. Patent Application No. 20020179204 results in Mr. Morrison acquiring a legally protectable interest in that patent application (and/or in any patent issued upon that application), then Mr. Morrison shall promptly execute and file with the Court a Partial Satisfaction of Judgment reflecting a credit to Cryocon and payment on the Judgment in the amount of \$200,000; provided, however, that if Mr. Morrison receives less than all of the right, title, and interest in that patent application (and/or in any patent issued upon that application) and he believes the rights received are worth less than \$200,000, then he may apply to the Court for a determination of a lesser amount to be credited to the Judgment.

6. The Court retains jurisdiction for further post-judgment proceedings, including contempt proceedings.

7. Mr. Morrison's counsel shall immediately serve a copy of this Order by personal service upon Cryocon's registered agent in Colorado and upon Cryocon pursuant to C.R.C.P. 5.

Dated this ____ day of _____, 2006.

District Court Judge

ASSIGNMENT
(U.S. Patent No. 5,865,913)

WHEREAS, Cryocon, Inc., a Colorado corporation with its principal place of business at 2773 Industrial Drive, Ogden, Utah 84401 ("Assignor"), has previously received an assignment of United States Patent No. 5,865,913, titled "Deep Cryogenic Tempering Process Based on Flashing Liquid Nitrogen Through a Dispersal System" ("the Patent"); and

WHEREAS, Brian Morrison, whose address is 2407 Peach Tree Drive, Little Rock, Arkansas 72211 ("Assignee"), has obtained a Judgment against Assignor in the civil action captioned Brian Morrison v. Cryocon, Inc., District Court, City and County of Denver, State of Colorado, No. 2005-CV-1718 ("the Civil Action"), and the Court in the Civil Action has ordered Assignor to assign its interest in the Patent to Assignee in partial satisfaction of the Judgment in the Civil Action;

NOW, THEREFORE, in compliance with the Court's order in the Civil Action and in consideration of a partial satisfaction of the Judgment in the Civil Action, Assignor hereby assigns, sells, transfers, and sets over to Assignee, his successors, legal representatives, and assigns, the entire right, title, and interest of Assignor in and to the Patent and to all Letters Patent, divisions, continuations, continuations-in-part, substitutions, reissues, re-examinations, and extensions to be obtained therefor.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent solely in accordance with this Assignment, to Assignee, his successors, legal representatives and assigns, as the Assignee of the entire right, title, and interest in the Patent.

Assignor agrees to cooperate with Assignee in the obtaining and the sustaining of any or all such Letters Patent, but at the expense of Assignee. By way of example but not limitation, Assignor agrees that it will communicate to Assignee or his representatives any facts known to Assignor respecting the Patent and the underlying invention, testify in any legal proceedings, sign all lawful papers, execute all division, continuation, continuation-in-part, substitution, reissue, re-examinations, and extension applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to Assignee, make all rightful oaths, and generally do everything necessary or desirable to aid Assignee, his successors and assigns, to obtain and enforce proper protection for the Patent.

This Assignment is effective as of the date of execution set forth below.

ASSIGNOR:
CRYOCON, INC.

By: _____ Its: _____

Print Name: _____ Date: _____

Exhibit A

ASSIGNMENT

(U.S. Patent Application -- Publication No. 20020179204)

WHEREAS, Cryocon, Inc., a Colorado corporation with its principal place of business at 2773 Industrial Drive, Ogden, Utah 84401 ("Assignor"), has previously received an assignment of the United States Patent Application with Publication No. 20020179204, and Application Serial No. 09844526, titled "Deep Cryogenic Treatment of Brake Components" ("the Application"); and

WHEREAS, Brian Morrison, whose address is 2407 Peach Tree Drive, Little Rock, Arkansas 72211 ("Assignee"), has obtained a Judgment against Assignor in the civil action captioned Brian Morrison v. Cryocon, Inc., District Court, City and County of Denver, State of Colorado, No. 2005-CV-1718 ("the Civil Action"), and the Court in the Civil Action has ordered Assignor to assign its interest in the Application to Assignee in partial satisfaction of the Judgment in the Civil Action;

NOW, THEREFORE, in compliance with the Court's order in the Civil Action and in consideration of a partial satisfaction of the Judgment in the Civil Action, Assignor hereby assigns, sells, transfers, and sets over to Assignee, his successors, legal representatives, and assigns, the entire right, title, and interest of Assignor in and to the Application and to all issued patents, Letters Patent, divisions, continuations, continuations-in-part, substitutions, reissues, re-examinations, and extensions to be obtained therefor.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent pertaining to the Application solely in accordance with this Assignment, to Assignee, his successors, legal representatives, and assigns, as the Assignee of the entire right, title, and interest in the Application and any resulting issued patent.

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This Assignment is effective as of the date of execution set forth below.

ASSIGNOR:
CRYOCON, INC.

By: _____ Its: _____

Print Name: _____ Date: _____

Exhibit B

Court: CO Denver County District Court 2nd JD
Judge: Egelhoff, Martin Foster
File & Serve reviewed Transaction ID: 10475311
Current date: 2/3/2006
Case number: 2005CV1718
Case name: MORRISON, BRIAN vs. CRYOCON INC

/s/ Judge Sheila Ann Rappaport

ASSIGNMENT
(U.S. Patent No. 5,865,913)

WHEREAS, Cryocon, Inc., a Colorado corporation with its principal place of business at 2773 Industrial Drive, Ogden, Utah 84401 ("Assignor"), has previously received an assignment of United States Patent No. 5,865,913, titled "Deep Cryogenic Tempering Process Based on Flashing Liquid Nitrogen Through a Dispersal System" ("the Patent"); and

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This Assignment is effective as of the date of execution set forth below.

ASSIGNOR:
CRYOCON, INC.

By: 

Print Name: F. Brittin Clayton III

Its: Attorney in fact, per attached
Court Order, TP 3

Date: February 17, 2006



GRANTED

Movant shall serve copies of this ORDER on any pro se parties, pursuant to CRCP 5, and file a certificate of service with the Court within 10 days.

Sheila A. Rappaport

Sheila A. Rappaport

District Court Judge

DATE OF ORDER INDICATED ON ATTACHMENT

DISTRICT COURT, CITY AND COUNTY OF
DENVER, COLORADO
1437 Bannock Street, Rm. 256
Denver, CO 80112

Plaintiff/Judgment Creditor:
BRIAN MORRISON

vs.

Defendant/Judgment Debtor:
CRYOCON, INC.

Attorney for Plaintiff:

F. Brittin Clayton III, #15940
F. BRITTIN CLAYTON III, P.C.
1645 Canyon Blvd.
Boulder, Colorado 80302
Phone: (303) 444-7722
Fax: (303) 444-8170
britt@fbclayton.com

▲ COURT USE ONLY ▲

Case No. 2005-CV-1718

Courtroom 7

DISTRICT COURT
City & County of Denver, Colo.
Certified to be full, true and correct
copy of the original in my custody.

**ORDER APPLYING PROPERTY IN
PARTIAL SATISFACTION OF JUDGMENT**

FEB 0 0 2006

CLERK OF THE DISTRICT COURT

[Signature]
Deputy Clerk

THIS MATTER comes before the Court on the Judgment Creditor's Motion for Order to Apply Property in Partial Satisfaction of Judgment. Being duly advised, the Court finds good cause to grant the Motion, and it is therefore

ORDERED as follows:

1. On July 13, 2005, this Court entered summary judgment in favor of the Judgment Creditor, Brian Morrison, and against the Judgment Debtor, Cryocon, Inc. ("Cryocon") for \$625,000 ("the Judgment").

2. Pursuant to C.R.C.P. 69(g), Cryocon is hereby directed to execute and deliver to Mr. Morrison's counsel, F. Brittin Clayton III, the following assignments of patent rights within 10 days after personal service of this Order upon Cryocon's registered agent in Colorado and service of the Order upon Cryocon pursuant to C.R.C.P. 5:

- a. a written assignment of all of Cryocon's right, title, and interest in and to United States Patent No. 5,865,913: *Deep cryogenic tempering process based on flashing liquid nitrogen through a dispersal system* ("U.S. Patent No. 5,865,913") to Mr. Morrison, in the form attached hereto as Exhibit A; and
- b. a written assignment of all of Cryocon's right, title, and interest in and to United States Patent Application No. 20020179204: *Deep cryogenic tempering of brake components*, including any and all rights to any patent that has issued or may issue from said application (collectively "U.S. Patent Application No. 20020179204") to Mr. Morrison, in the form attached hereto as Exhibit B

("the Assignments").

3. If Cryocon fails to execute or deliver either or both of the Assignments as and when directed in paragraph 2, then without further order of the Court, Mr. Morrison's counsel, F. Brittin Clayton III, shall be authorized and appointed as Cryocon's agent and attorney-in-fact for the sole purpose of executing and delivering the Assignments on Cryocon's behalf. A certified copy of this Order shall constitute Mr. Clayton's power of attorney on behalf of Cryocon for this limited purpose, with the same force and effect as a power of attorney executed by Cryocon.

4. If Cryocon's Assignment of U.S. Patent No. 5,865,913 results in Mr. Morrison acquiring a legally protectable interest in that patent, then Mr. Morrison shall promptly execute and file with the Court a Partial Satisfaction of Judgment reflecting a credit to Cryocon and payment on the Judgment in the amount of \$100,000; provided, however, that if Mr. Morrison receives less than all of the right, title, and interest in this patent and he believes the rights received are worth less than \$100,000, then he may apply to the Court for a determination of a lesser amount to be credited to the Judgment.

5. If Cryocon's Assignment of U.S. Patent Application No. 20020179204 results in Mr. Morrison acquiring a legally protectable interest in that patent application (and/or in any patent issued upon that application), then Mr. Morrison shall promptly execute and file with the Court a Partial Satisfaction of Judgment reflecting a credit to Cryocon and payment on the Judgment in the amount of \$200,000; provided, however, that if Mr. Morrison receives less than all of the right, title, and interest in that patent application (and/or in any patent issued upon that application) and he believes the rights received are worth less than \$200,000, then he may apply to the Court for a determination of a lesser amount to be credited to the Judgment.

6. The Court retains jurisdiction for further post-judgment proceedings, including contempt proceedings.

7. Mr. Morrison's counsel shall immediately serve a copy of this Order by personal service upon Cryocon's registered agent in Colorado and upon Cryocon pursuant to C.R.C.P. 5.

Dated this ____ day of _____, 2006.

District Court Judge

ASSIGNMENT
(U.S. Patent No. 5,865,913)

WHEREAS, Cryocon, Inc., a Colorado corporation with its principal place of business at 2773 Industrial Drive, Ogden, Utah 84401 ("Assignor"), has previously received an assignment of United States Patent No. 5,865,913, titled "Deep Cryogenic Tempering Process Based on Flashing Liquid Nitrogen Through a Dispersal System" ("the Patent"); and

WHEREAS, Brian Morrison, whose address is 2407 Peach Tree Drive, Little Rock, Arkansas 72211 ("Assignee"), has obtained a Judgment against Assignor in the civil action captioned Brian Morrison v. Cryocon, Inc., District Court, City and County of Denver, State of Colorado, No. 2005-CV-1718 ("the Civil Action"), and the Court in the Civil Action has ordered Assignor to assign its interest in the Patent to Assignee in partial satisfaction of the Judgment in the Civil Action;

NOW, THEREFORE, in compliance with the Court's order in the Civil Action and in consideration of a partial satisfaction of the Judgment in the Civil Action, Assignor hereby assigns, sells, transfers, and sets over to Assignee, his successors, legal representatives, and assigns, the entire right, title, and interest of Assignor in and to the Patent and to all Letters Patent, divisions, continuations, continuations-in-part, substitutions, reissues, re-examinations, and extensions to be obtained therefor.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent solely in accordance with this Assignment, to Assignee, his successors, legal representatives and assigns, as the Assignee of the entire right, title, and interest in the Patent.

Assignor agrees to cooperate with Assignee in the obtaining and the sustaining of any or all such Letters Patent, but at the expense of Assignee. By way of example but not limitation, Assignor agrees that it will communicate to Assignee or his representatives any facts known to Assignor respecting the Patent and the underlying invention, testify in any legal proceedings, sign all lawful papers, execute all division, continuation, continuation-in-part, substitution, reissue, re-examinations, and extension applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to Assignee, make all rightful oaths, and generally do everything necessary or desirable to aid Assignee, his successors and assigns, to obtain and enforce proper protection for the Patent.

This Assignment is effective as of the date of execution set forth below.

ASSIGNOR:
CRYOCON, INC.

By: _____

Its: _____

Print Name: _____

Date: _____

Exhibit A

ASSIGNMENT

(U.S. Patent Application -- Publication No. 20020179204)

WHEREAS, Cryocon, Inc., a Colorado corporation with its principal place of business at 2773 Industrial Drive, Ogden, Utah 84401 ("Assignor"), has previously received an assignment of the United States Patent Application with Publication No. 20020179204, and Application Serial No. 09844526, titled "Deep Cryogenic Treatment of Brake Components" ("the Application"); and

WHEREAS, Brian Morrison, whose address is 2407 Peach Tree Drive, Little Rock, Arkansas 72211 ("Assignee"), has obtained a Judgment against Assignor in the civil action captioned Brian Morrison v. Cryocon, Inc., District Court, City and County of Denver, State of Colorado, No. 2005-CV-1718 ("the Civil Action"), and the Court in the Civil Action has ordered Assignor to assign its interest in the Application to Assignee in partial satisfaction of the Judgment in the Civil Action;

NOW, THEREFORE, in compliance with the Court's order in the Civil Action and in consideration of a partial satisfaction of the Judgment in the Civil Action, Assignor hereby assigns, sells, transfers, and sets over to Assignee, his successors, legal representatives, and assigns, the entire right, title, and interest of Assignor in and to the Application and to all issued patents, Letters Patent, divisions, continuations, continuations-in-part, substitutions, reissues, re-examinations, and extensions to be obtained therefor.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent pertaining to the Application solely in accordance with this Assignment, to Assignee, his successors, legal representatives, and assigns, as the Assignee of the entire right, title, and interest in the Application and any resulting issued patent.

Assignor agrees to cooperate with Assignee in the obtaining and the sustaining of any or all such Letters Patent, but at the expense of Assignee. By way of example but not limitation, Assignor agrees that it will communicate to Assignee or his representatives any facts known to Assignor respecting the Application and the underlying invention, testify in any legal proceedings, sign all lawful papers, execute all division, continuation, continuation-in-part, substitution, reissue, re-examinations, and extension applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to Assignee, make all rightful oaths, and generally do everything necessary or desirable to aid Assignee, his successors and assigns, to obtain and enforce proper protection for the Application and an issued patent relating thereto.

This Assignment is effective as of the date of execution set forth below.

ASSIGNOR:
CRYOCON, INC.

By: _____ Its: _____

Print Name: _____ Date: _____

Exhibit B

Court: CO Denver County District Court 2nd JD

Judge: Egelhoff, Martin Foster

File & Serve reviewed Transaction ID: 10475311

Current date: 2/3/2006

Case number: 2005cv1718

Case name: MORRISON, BRIAN vs. CRYOCON INC

/s/ Judge Sheila Ann Rappaport